

EXHIBIT 44

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,
Plaintiff,

vs.

MATCH GROUP, INC., a corporation, and
MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,

Defendants.

Case No. 3:19-cv-02281-K

**DECLARATION OF DUSHYANT SARAPH IN SUPPORT OF
DEFENDANTS MATCH GROUP, INC. AND MATCH GROUP, LLC'S
MOTION FOR SUMMARY JUDGMENT**

I, Dushyant Saraph, declare as follows:

1. I serve as the General Manager of Match, for Match Group, LLC, formerly named Match.com, LLC ("MGL").

2. I am over the age of 18 and competent to make this Declaration. The statements contained in this Declaration are based on my personal knowledge and a review of MGL's business records. If called and sworn as a witness, I would and could testify competently to the matters set forth herein.

The Match.com Practices at Issue in the Amended Complaint

3. I understand that the FTC challenges three Match.com practices in the First Amended Complaint for Permanent Injunction, Monetary Relief, Civil Penalties, and Other Relief against Match Group, Inc. and MGL, Dkt. 116 (the "Amended Complaint"): a discontinued Match.com guarantee (the "Guarantee"), a discontinued Match.com chargeback policy (the "Chargeback Policy"), and the Match.com online cancelation flow.

4. MGL owns, operates, and controls Match.com.

5. MGL is the sole entity that created, implemented, disclosed the terms of, and ultimately permanently discontinued the Guarantee.

6. MGL is the sole entity that designed, implemented, and ultimately permanently discontinued the Chargeback Policy.

7. MGL is the sole entity that designed, maintained, and currently maintains the online cancellation flow.

The Guarantee

How the Guarantee Was Offered

8. When consumers viewed subscription plans offered on Match.com, they were presented with a graphic that offered subscription plans of varying lengths.

9. Next to the six-month subscription option, an icon stated “Match* Guarantee.”

10. Hovering over the icon opened a text balloon that stated, “If you haven’t found someone special within 6 months, we’ll give you an extra 6 months FREE” and was followed by a hyperlink labeled, “Learn more.” This is shown in **Exhibit A**, which I understand was produced at MATCHFTC774523.

The Guarantee Program Rules

11. Clicking on the “Learn more” hyperlink took consumers to a webpage where the complete terms of the Guarantee were presented (the “Program Rules”).

12. The Program Rules are shown in **Exhibit B**. I understand that these copies of the Program Rules were produced at MATCHFTC774536, MATCHFTC774568, and MATCHFTC774563.

The Guarantee Progress Page

13. As identified in the Program Rules, to assist consumers in tracking their progress toward the Guarantee, Match.com designed a webpage specifically dedicated to displaying consumers’ status toward meeting the Guarantee requirements: the “Progress Page.”

14. Subscribers could track their Guarantee progress during their six-month Guarantee-eligible subscription by visiting the Progress Page.

15. The Progress Page is shown in **Exhibit C**. I understand that these copies of the Progress Page were produced at MATCHFTC774538 and MATCHFTC774527.

The Guarantee Banner

16. In addition, all of Match.com’s webpages displayed a “Guarantee” hyperlink along a bottom banner.

17. If subscribers who were participating in the Guarantee program clicked that link, they were taken to their Progress Page.

18. Consumers who were not participating in the Guarantee program were taken to the Program Rules.

How the Guarantee Could Be Redeemed

19. The Guarantee was redeemable directly on the Match.com platform through the Progress Page.

20. During the last seven days of the Guarantee-eligible subscription, when subscribers visited the Progress Page, they were prompted to indicate whether or not they had met someone.

21. If they had taken all of the Guarantee-required actions and indicated that they had not met someone during the Guarantee-eligible subscription period, Match.com would automatically provide the subscriber with complimentary access to Match.com for the following six-month period subscription, i.e., a Guarantee Extension.

22. Subscribers could also contact Match.com Customer Care to redeem the Guarantee.

23. Subscribers could contact Customer Care even after the seven-day period to get the Guarantee Extension.

24. Match.com sometimes made exceptions to the requirements in the Program Rules.

25. The seven-day period to redeem the Guarantee, like all other terms, was disclosed in the Program Rules.

Permanent Discontinuation of the Guarantee

26. Match.com permanently discontinued the Guarantee in April 2019.

27. Even if Match.com wanted to reinstate the Guarantee, which it does not, there would be substantial cost to do so. It would also not be easy to reinstate the Guarantee.

The Chargeback Policy

Explanation of the Permanently Discontinued Chargeback Policy

28. The Chargeback Policy (which was discontinued in March 2019) was as follows.

29. If a user initiated a chargeback of Match.com's subscription charges, the user's subscription was suspended.

30. The rationale for the policy was that the user had indicated that he or she was disputing the charge for Match.com's services, and no longer wished to appear on the site.

31. If the user prevailed on the chargeback (i.e., the user proved to the satisfaction of the financial institution that the charge was not authorized), the charge was reversed, and no further action was required by the user or taken by Match.com—meaning the user's subscription remained suspended, and the user remained not visible on the Match.com site.

32. If the dispute was resolved in Match.com's favor (i.e., the financial institution concluded that the user had in fact authorized the charge, although the user claimed that he or she did not), a user's subscription would not be automatically reactivated unless the user requested reactivation.

33. The rationale for the policy was that the user had—by disputing the charge—indicated to Match.com that the user no longer wanted to be on the Match.com service and/or had never even signed up for the Match.com account.

How the Chargeback Policy Protected the Match.com Ecosystem

34. The Chargeback Policy helped protect the Match.com ecosystem.

35. Subscribers who initiated a billing dispute were clearly indicating that they no longer wished to appear on Match.com—and many claimed that they never even signed up for a Match.com account.

36. In some cases (e.g., if the consumer is in a serious relationship), maintaining their profiles on Match.com could cause significant embarrassment or harm.

37. In addition, Match.com aims to provide users with a vibrant and engaged online dating community, which means not displaying subscribers who indicated that they did not want to be on the Match.com website (unless the user indicated interest in rejoining the site, at which point Match.com would restore the user's account).

How the Chargeback Policy Addressed Consumer Abuse of Match.com

38. The Chargeback Policy addressed consumer abuse of Match.com.

39. Match.com is regularly faced with situations when a subscriber pays for a subscription, uses it extensively, and then submits a chargeback to their financial institution (such as a credit card company) to attempt to get the Match.com subscription for free.

40. Match.com has to incur costs to defend against chargebacks, and such costs ultimately must be passed onto subscribers.

41. The Chargeback Policy prevented consumers from re-joining the platform if the user's financial institution concluded that the user had authorized the charge, although the user claimed, by initiating the chargeback, that he or she did not (unless the user indicated interest in rejoining the site, at which point Match.com would restore the user's account).

How the Mechanisms at Match.com Have Changed

42. When the Chargeback Policy was instituted, Match.com did not have the mechanisms it has today.

43. For example, Match.com had to manually log in to a payment processing portal to see the outcome of a chargeback dispute (i.e., whether Match.com won or lost), whereas that process is now automated.

44. It was burdensome to repeatedly check the portal for users who had initiated a chargeback.

45. Match.com also did not have the mechanisms it has now to trigger emails notifying users that their accounts have been reactivated (and, in any event, the user's financial institution presumably notified the user of the outcome of the dispute).

Permanent Discontinuation of the Chargeback Policy

46. Match.com permanently discontinued the Chargeback Policy in March 2019.

47. Even if Match.com wanted to reinstate the Chargeback Policy, which it does not, there would be substantial cost to do so. It would also not be easy to reinstate the Chargeback Policy.

Cancellation

Importance for Match.com, as a Dating Site, to Know Why Subscribers Are Looking to Cancel

48. In the online cancellation flow, consumers are asked why they are looking to cancel and how likely they would be to recommend Match.com to a friend (known as a net promoter score).

49. It is important for Match.com's business to know why subscribers are looking to cancel and if they had a positive or negative experience on the site.

50. Match.com regularly uses the information received in these cancellation surveys to better understand consumer behavior and improve the site (e.g., if the user reports a bug on the site or a bad experience with another user).

51. It is also important for Match.com to know if the consumer is looking to cancel because Match.com succeeded at helping the user find a permanent match.

Importance of Save Offers

52. Some consumers are also given one save offer, in which they are given an opportunity to renew at a discounted price, instead of canceling.

53. The save offer benefits consumers by saving them money on a Match.com subscription.

Match.com FAQs Offered

54. Match.com offers FAQs to provide consumers with the answers they need. Match.com offers its consumers FAQs to illustrate how to cancel via the online cancellation flow.

55. The most recent “Canceling” FAQ that Match.com offers is attached as **Exhibit D**. I understand that this was produced at MATCHFTC846849 and is also currently available at <https://help.match.com/hc/en-us/articles/6077124196891-Canceling>. The FAQ includes a direct link to the online cancellation flow, in addition to a step-by-step “How to Cancel Auto Renewal” video on how to cancel a subscription through the online cancellation flow. I understand that this has been available since approximately April 2023.

56. The previous “Cancelling” FAQ that Match.com offered is attached as **Exhibit E**. I understand that this was produced at MATCHFTC846848. This FAQ also included a direct link to the online cancellation flow. I understand that this was available from approximately June 2022 to April 2013.

57. Prior to that, I understand that numerous other cancellation-related FAQs were offered at various times since at least 2014. These are attached as **Exhibits F, G, H, and I**. I understand that these were produced at MATCHFTC672286, MATCHFTC672339, MATCHFTC672338, and MATCHFTC672336.

58. If Match.com were trying to make it difficult for subscribers to cancel, it would not offer these resources.

59. Match.com relies heavily on repeat-customers, so Match.com has no incentive to provide them with a negative cancellation experience.

60. Some consumers who do not cancel their Match.com subscription are still not charged for the subscription due to canceling their credit card.

Other Cancellation Methods that Match.com Offers

61. In addition to the online cancellation flow, Match.com subscribers can cancel their subscription through internet chat, email, standard mail, fax, and (until recently) phone.

Data Showing the Number of Cancellations Via the Online Cancellation Flow and Other Methods that Match.com Offers

62. The spreadsheet that is attached as **Exhibit J** shows the number of cancellations, as of October 2022, via the online cancellation flow, internet chat, email, and phone since 2013, in addition to cancellations by Match.com Customer Care, for which the method of cancellation was not identified. I understand that this was produced at MATCHFTC774724. Match.com does not separately record cancellations by standard mail and fax. This data shows that there were at least the following number of cancellations since 2013, as of October 2022:

METHOD	CANCELATIONS
Online cancelation flow	15,914,587
Internet chat	123,421
Email	119,722
Phone	1,027,815
Cancellations by Match.com Customer Care, method not identified	550,512 ¹

63. Although Match.com does not separately record cancellations by standard mail or fax, examples of consumers using those methods to cancel their subscriptions are attached as follows:

- a. **Exhibit K:** This is an example of a cancelation by mail. I understand that this was produced at MATCHFTC744806.
- b. **Exhibit L:** This is an example of a cancelation by fax. I understand that this was produced at MATCHFTC744801.

64. The mailing address and fax number can be found in the Match.com Terms of Use. For example, the current Match.com Terms of Use are attached as **Exhibit M**. I understand this was produced at MATCHFTC774622 and that the other Terms of Use are publicly available online and also have been produced.

[signature page to follow]

¹ This is calculated by adding 548,944 (Care Cancellation, No Ticket) and 1,568 (Source Was Not Specified in Care Ticket) in **Exhibit J**.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 11, 2023.

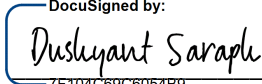
Signature: 
7F104C89C6054B9...

EXHIBIT A

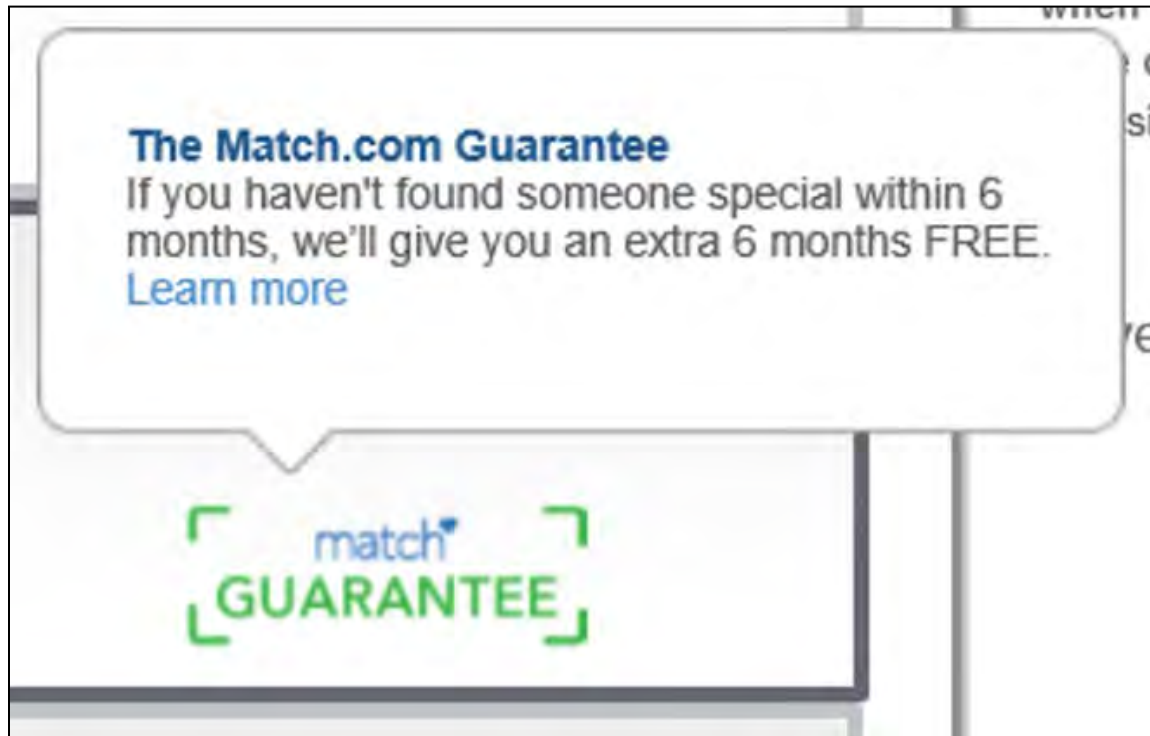


EXHIBIT B



We believe you will find someone special at Match.

It works so well, we guarantee it. That's why we've created the I Met Someone GUARANTEE. If you don't find someone special within 6 months, we'll give you an additional 6 months free. How the Match.com Guarantee works:

1

Sign up now for a 6-month subscription.

If you don't find someone special during your initial 6-month subscription, we will give you an additional 6 months at no additional cost to you to continue your search.

You'll love your time with us. We guarantee it.

2

During your 6-month subscription, you must:



- Create a truthful Match.com profile with a primary photo and keep it visible to the public.



- Respond to, or initiate email communication with at least 5 unique Match.com members each month through the Match.com service.

- Comply with all of the Match.com Guarantee Program rules below.

I Met Someone GUARANTEE (formerly "Make Love Happen Guarantee") Program Rules

We know you'll meet tons of great people during your 6-month subscription with us. But, if you don't find someone special during that time, we'll give you an ADDITIONAL 6 months to continue your search. Check out the rules below, then get out there and start connecting today!

- Under the I Met Someone GUARANTEE Program, (the "Guarantee Program" or the "Program") if you don't find someone special during a qualifying six-month paid subscription to the Match.com service, we'll give you an additional six-month subscription (the "Guarantee Extension") to the Match.com service at no additional expense. See Match.com [Terms of Use](#) for details regarding the Match.com service and use of the Match.com website.
- The Guarantee Program is available for a limited time only, and open to anyone not currently participating in the Program. Additionally, to be eligible for the Program and the Guarantee Extension, you must:
 - (1) Comply at all times with the Match.com [Terms of Use](#). By using the Match.com website and participating in the Program, you agree to be bound by the Match.com Terms of Use.
 - (2) Pay in full the applicable rate for a **six-month subscription** to the Match.com service (the "Guarantee Program Subscription"). The Guarantee Program Subscription consists of five consecutive 30-day periods followed by a final period of 30 days, all of which are referred to as a "Month" in these Program rules. If you are enjoying the benefits of a free trial of the Match.com service, your Guarantee Program Subscription will not begin until your free trial period ends.
 - (3) Use your Guarantee Program Subscription to **create a profile with a primary photo**. Your profile and primary photo must be approved by Match.com within the first seven days of your Guarantee Program Subscription in order for you to be eligible for the Guarantee Program. Details on approval of profile and primary photo available at [FAQ and How It Works](#).
 - (4) **Keep your profile with primary photo visible at all times** during your Guarantee Program Subscription.
 - (5) **Communicate** during your Guarantee Program Subscription with other Match.com subscribers with whom you have not previously communicated during your Guarantee Program Subscription ("Unique Match.com Subscribers").
 - (6) **Send a "Qualifying Email" to a minimum of five other Unique Match.com Subscribers each Month during your Guarantee Program Subscription**. A "Qualifying Email" may be either one you send to a Unique Match.com Subscriber who has not yet emailed you or an email response you send to a Unique Match.com Subscriber who has emailed you. A "Qualifying Email" must be an email sent through the Match.com service and does not include any other method of communicating (such as Match.com winks, MatchPhone™, Match.com Instant Messaging or emails sent outside of the Match.com system).
- Progress toward eligibility for the Guarantee Extension may be determined at any time during a Guarantee Program Subscription by visiting the progress page associated with such Guarantee Program Subscription (the "Guarantee Program Progress Page"). If, during the last seven days of a Guarantee Program Subscription, you are eligible for a Guarantee Extension (and have not met that "special someone"), you may accept the Guarantee Extension by affirming on the Guarantee Program Progress Page that you have not met someone special during your Guarantee Program Subscription. Please see the [Match.com Guarantee FAQ](#) for further information. You may also contact [Customer Care](#) with any questions related to the Match.com service or the Program. Match.com alone will make all decisions under these Program rules regarding Program policies, including but not limited to Program and Guarantee Extension eligibility.
- Customers eligible to receive a Guarantee Extension will not receive a refund, money or any other thing of value as a substitute for the Guarantee Extension. The Guarantee Extension may only be used by the purchaser of the Guarantee Program Subscription, and the Guarantee Extension may not be sold or transferred in any way.
- Guarantee Program Subscriptions which do not result in a Guarantee Extension (due to ineligibility of the subscriber or failure of the subscriber to accept the Guarantee Extension) will automatically be continued for successive six-month subscription periods at the subscription rate in effect at the time of continuation. See [Match.com Terms of Use](#) for details regarding Match.com subscriptions and charges on your billing account.
- The Match.com Terms of Use and the Match.com Guarantee Program Rules are subject to change by Match.com at any time, effective upon posting on the Match.com website, and your use of the Match.com service and your initial or continued participation in the Match.com Guarantee Program after such posting will constitute acceptance by you of such changes. Match.com reserves all rights to modify, suspend or cancel the Program at any time and without notice.
- Program rules last updated January 24th, 2008.

EXHIBIT C

POWER UP
Discover
Matches
Interests
Messages
Events
Chat

Turbulentbeauty x
email 17
matches 11
likes 1

ENTICE HIM.
Let a pro make your personality shine.
LEARN MORE

back to my match

I met someone **GUARANTEE**

Progress page

If you are actively completing certain requirements during your 6-month membership, but have yet to meet someone, we will extend your membership another 6 months for FREE. For further information, read the [program rules](#).

Month 1 - Day 0 of 30

Below, anything denoted in **red** are the necessary requirements to complete in order to continue the match GUARANTEE program.

Email Contacts

Start a conversation with at least **5** more members this month.

GO!

Photo Visibility

The first thing members will notice about your profile is your picture. Upload a main profile photo now!

GO!

Profile Visibility

Your profile is already visible, so you're good to go. Keep your profile visible so matches can find you!

GO!

How you're pacing with the match GUARANTEE:

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Email Contacts		—	—	—	—	—
Photo Visibility		—	—	—	—	—
Profile Visibility		—	—	—	—	—

EXHIBIT D

Canceling

Canceling a Subscription

If you don't have a paid subscription (or if you have already turned off your auto-renewal), you can cancel your membership by visiting the [Manage Subscription](#) section on your Account Settings page.

When you cancel your membership, we immediately Hide your profile and photos from other members. Should you wish to rejoin the Match community, all you have to do is sign in and reactivate your account.

Your information will be retained in accordance with our [Privacy Policy](#).

If you want to cancel your subscription (turn off auto-renewal), please [click here](#). Or watch the video below for step-by-step instructions on how to cancel your subscription from your desktop.

How to Cancel Auto Renewal

01:06



Canceling Additional Features

If you purchased additional features for your subscription (like Private Mode or matchPhone, for example), you can cancel those additional features without cancelling your basic subscription.

To cancel an additional feature, simply follow these steps.

iOS app - Canceling or Turning Off Auto-Renewal:

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If you purchased a Match subscription through the iOS App, any cancellations will have to be done through Apple directly.

Follow these steps to turn off your auto-renewal on your iPhone:

1. Launch the App store on your iPhone
2. Tap on the Profile icon on the top right of the app store
3. Tap on Subscriptions
4. Tap on "Cancel Subscription" in red at the bottom of the screen
5. Tap on "Confirm" on the pop-up to save your changes.

If you would like further information or assistance, please contact Apple directly by clicking [Here](#).

On the Match app

1. Log in to your Match account, and tap on the "Profile" icon at the bottom of the screen.
2. Tap on the gear icon at the top of the page.
3. Tap on "Manage Account."
4. Tap on "Manage Subscription"
5. Enter your Password
6. Tap on "Subscription Status."
7. Locate the additional feature you want to cancel, and tap on the "Deactivate" link to the right of that feature.
8. If you're prompted to confirm that you want to cancel, tap on Yes.

On the Desktop site:

1. Log in to your Match account, and click on the gear icon in the navigation bar at the top of the screen.
2. Click on "Manage Subscription."
3. Enter your Password
4. Click on "Subscription Status."
5. Locate the additional feature you want to cancel, and click on the "Deactivate" link to the right of that feature.
6. If you're prompted to confirm that you want to cancel, click on Yes.

On the Mobile Site:

1. Log in to your Match account, and tap on the "Profile" icon at the bottom of the screen.
2. Tap on the gear icon at the top of the page
3. Tap on "Manage Account"

4. Tap on "Manage Subscription."

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5. Tap on "Subscription Status."

6. Locate the additional feature you want to cancel, and tap on the "Deactivate" link to the right of that feature.

7. If you're prompted to confirm that you want to cancel, tap on Yes.

You will still be able to use the additional feature until the End Date shown on the Subscription Status page. That particular feature simply won't renew with the rest of your subscription package on your next renewal date.

After you cancel an additional feature, you'll notice the Deactivate link changes to say Reactivate instead. If you want to add that feature back to your subscription, simply click on the Reactivate link.

Please keep in mind that this will not cancel your basic subscription package. These steps will only cancel the subscription add-ons.

Canceling a Free Trial

If you currently have a free trial and you want to make sure you're not charged at the end of the trial period, you'll need to resign your subscription. To do this, simply visit the [Manage Subscription](#) section on your Account Settings page.

For your security, you'll need to re-enter your password as part of this process. Then follow the directions to resign your trial subscription. This process includes several steps, so make sure you fully complete the process before exiting the site.

You can always contact our Customer Care team if you need help. We can check your current subscription status and assist you with resigning your trial subscription.

Please keep in mind that resigning a free trial will immediately end your subscription benefits. If you want to turn your free trial back on after you've resigned it, you can usually do so from the same Manage Subscription page linked above, as long as your trial period hasn't ended yet. If you do this, you'll also be turning the auto-renewal back on, which means you will be charged at the end of the trial period.

Need Help? Log into your account to chat or text with us between 8 am and 6 pm Central Time. Monday through Friday.

Was this article helpful?

Yes

No

m.

EXHIBIT E

Cancelling

Cancelling a Subscription

If you don't have a paid subscription (or if you have already turned off your auto-renewal), you can cancel your membership by visiting the [Manage Subscription](#) section on your Account Settings page.

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Your information will be retained in accordance with our [Privacy Policy](#).

If you want to cancel your subscription turn off auto-renewal, please [click here](#).

Cancelling Additional Features

If you purchased additional features for your subscription like Private Mode or matchPhone, for example, you can cancel those additional features without cancelling your basic subscription.

To cancel an additional feature, simply follow these steps.

ITS app - Cancelling or Turning Off Auto-Renewal:

If you purchased a Match subscription through the iOS App, any cancellations will have to be done through Apple directly.

Follow these steps to turn off your auto-renewal on your iPhone:

1. Launch the App store on your iPhone
2. Tap on the Profile icon on the top right of the app store
3. Tap on Subscriptions
4. Tap on "Cancel Subscription" in red at the bottom of the screen
5. Tap on "Confirm" on the pop-up to save your changes.

If you would like further information or assistance, please contact Apple directly by clicking [here](#).

On the Match app

1. Log in to your Match account, and tap on the "Profile" icon at the bottom of the screen.
2. Tap on the gear icon at the top of the page.
3. Tap on "Manage Account."
4. Tap on "Manage Subscription"
5. Enter your Password
6. Tap on "Subscription Status."
7. Locate the additional feature you want to cancel, and tap on the "Deactivate" link to the right of that feature.
8. If you're prompted to confirm that you want to cancel, tap on Yes.

On the Desktop site:

1. Log in to your Match account, and click on the gear icon in the navigation bar at the top of the screen.
2. Click on "Manage Subscription."
3. Enter your Password
4. Click on "Subscription Status."
5. Locate the additional feature you want to cancel, and click on the "Deactivate" link to the right of that feature.
6. If you're prompted to confirm that you want to cancel, click on Yes.

On the Mobile Site:

1. Log in to your Match account, and tap on the "Profile" icon at the bottom of the screen.
2. Tap on the gear icon at the top of the page
3. Tap on "Manage Account."
4. Tap on "Manage Subscription."
5. Tap on "Subscription Status."
6. Locate the additional feature you want to cancel, and tap on the "Deactivate" link to the right of that feature.
7. If you're prompted to confirm that you want to cancel, tap on Yes.

You will still be able to use the additional feature until the End Date shown on the Subscription Status page. That particular feature simply won't renew with the rest of your subscription package on your next renewal date.

After you cancel an additional feature, you'll notice the Deactivate link changes to say Reactivate instead. If you want to add that feature back to your subscription, simply click on the Reactivate link.

Please keep in mind that this will not cancel your basic subscription package. These steps will only cancel the subscription add-ons.

Cancelling a Free Trial

If you currently have a free trial and you want to make sure you're not charged at the end of the trial period, you'll need to resign your subscription. To do this, simply visit the [Manage Subscription](#) section on your Account Settings page.

For your security, you'll need to re-enter your password as part of this process. Then follow the directions to resign your trial subscription. This process includes several steps, so make sure you fully complete the process before exiting the site.

You can always contact our Customer Care team if you need help. We can check your current subscription status and assist you with resigning your trial subscription.

Please keep in mind that resigning a free trial will immediately end your subscription benefits. If you want to turn your free trial back on after you've resigned it, you can usually do so from the same Manage Subscription page linked above, as long as your trial period hasn't ended yet. If you do this, you'll also be turning the auto-renewal back on, which means you will be charged at the end of the trial period.

Need Help? Log into your account to chat or text with us between 8 am and 6 pm Central Time, Monday through Friday.

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Was this article helpful?

☒ Yes ☐ No

EXHIBIT F

11/11/2014

Canceling, Resigning, Deleting, On-Hold, etc.

[How do I cancel, resign, delete, or put my account on hold?](#)

We're sorry to hear that you are interested in resigning your subscription or canceling your account. We hope that it's because you met someone!

[Suspending a Subscription/On Hold](#)

Currently, suspending your subscription or putting it on hold for a few months isn't a feature we provide. If you need to take a break, though, we offer the option for you to hide your profile until you are ready to use the site again (your subscription will still renew or end on the same date).

[Canceling](#)

If you are wanting to cancel, please take into consideration that once your subscription term expires, you won't have access to all the great features that you've become accustomed to, like sending and receiving messages, seeing who's viewed your profile and more!

The way this works is different depending on whether you're currently a paid subscriber or whether you use a free membership account.

[From the Mobile Site](#)

- Click [here](#) if you're a current paid subscriber and want to resign/cancel your subscription.
- Click [here](#) if you have a free membership account you would like to cancel or delete it.

05/07/2015

How to Deactivate (Delete) your subscription

Have you met someone? Need to take a break? You can deactivate your account and return to the site within 180 days of deletion.

To deactivate your account, you must first cancel your subscription. Click the gear icon from the header and then select **Settings** from the drop-down menu. On the Account Settings screen, click the **Change/Cancel Membership** link. This process includes several steps, before exiting the site, make sure you see a confirmation page that includes today's date and your username. On the confirmation screen, click the **Hide Profile/Deactivate My Account** link to delete your account.

Once you complete the deactivation steps, your profile will be inaccessible to anyone except you (if you choose to reactivate it). After completing the process you will receive two emails. The first is your cancellation confirmation and the second is your deactivation confirmation, which indicates both requests are complete.

05/27/2015

How to turn off automatic billing or cancel your subscription?

Auto-Renewal on your mind? You can stop automatic billing while continuing to use the features you've already paid for until your current subscription expires.

To stop automatic billing, click the **gear icon** located in the header and then select **Settings** from the drop-down menu. On the Account Settings screen, click **Change/Cancel Membership**. This process includes several steps, so before exiting the site, make sure you see a confirmation page that includes today's date and your username. After completing the process, you will receive an email confirmation that contains the same details and indicates the request is complete.

06/02/2015

iOS app: How Do I Turn Off My Auto Renewal or Cancel?

Follow these steps to turn off your auto renewal on your iPhone:

1. Launch the **Settings** app on your iPhone
2. Tap on **iTunes & App Store**
3. Tap on your **Apple ID** at the top of the screen
4. Tap **View Apple ID** from the pop-up menu
5. When prompted, enter your password, and then tap **OK**
6. Under Subscriptions, tap **Manage**
7. Tap the name of the subscription that you want to modify
8. Turn the auto-renewal option to **Off**
9. Tap **Turn off** on the pop-up to save your changes

If you would like further information or assistance, please contact Apple directly at: <http://www.apple.com/support/itunes>.

11/03/2015

Canceling Additional Features

How do I cancel additional features?

You have the ability to cancel an additional feature at any time. To do this, you must access the full site and then follow the steps below:

1. Click the three-line navigation link
2. Select **Setting & Help** and then tap **Go to full site**
3. On the full site, tap the **gear icon** in the top navigation bar
4. Tap on **Subscription Status** (for security purposes you may be asked to re-enter your password)
5. Tap the **Deactivate** link to the right of the service you wish to cancel
6. If asked if you are sure you wish to cancel, click on **Yes**

After canceling, you'll notice the **Deactivate** link will change to read **Reactivate**. If you wish to add the cancelled service back to your subscription simply click the **Reactivate** link.

You will still be able to utilize the additional feature(s) you cancelled until the end date shown on the **Subscription Status** page.

09/27/2016

Billed by Apple and Match.com

*This answer only applies to members who purchased a subscription through our iPhone app with an iTunes login

If you subscribed via our iPhone app and you notice charges from both Apple and full site, this is likely due to a temporary lapse in the mobile app subscription. To cancel the in-app purchase, please contact Apple at: <http://www.apple.com/support/itunes>

Canceling Additional Features

How do I cancel additional features?

You have the ability to cancel an additional feature at any time. To do so you must sign into a desktop computer or access the full site from our mobile application.

Accessing the full site from the mobile application

1. Type www.match.com into your browser
2. Tap the **three-line** icon in the upper left corner of your device
3. Scroll down to **Help & Setting**
4. Tap the **Go to full site** link

Once on the full site, you must complete the following steps:

1. Tap on the **gear icon** in the top navigation bar.
2. Tap **Settings** from the drop-down menu
3. Tap on **Subscription Status** (for security purposes you may be asked to re-enter your password).
4. Tap the **Deactivate** link to the right of the service you wish to cancel.
5. If asked if you are sure you wish to cancel, tap on **Yes**.

After canceling, you'll notice the **Deactivate** link will change to read **Reactivate**. If you wish to add the cancelled service back to your subscription simply click the **Reactivate** link.

You will still be able to utilize the additional feature(s) you cancelled until the end date shown on the **Subscription Status** page.

01/10/2017

Checking My Renewal or End Date

How do I check my subscription status?

To check the date your subscription is scheduled to renew or lapse, you'll need to access the full website rather than the Android app. Once logged in on the full site, click on the **gear icon** in the top navigation bar, and click on **Subscription Status** (if you don't have an active subscription, this link will not appear). Your subscription End Date and Renewal Status information will be displayed on this page.

- Click [here](#) for information about adding additional features or upgrading your subscription term
- Click [here](#) for information on how to cancel or resign your account
- Click [here](#) for information about auto-renewal
- Click [here](#) for information about redeeming our Match.com Guarantee

If you have paid for a subscription, but the **Subscription Status** link does not appear, make sure that you are signed into the right account. You might also want to verify with your financial institution that your payment was processed.

Canceling Additional Features

How do I cancel additional features?

Although you have the ability to cancel an additional feature at any time, you'll need to do so from the full Match website, rather than from the Android app or mobil.

Once you've logged in on the full site, simply follow these steps:

1. Click on the gear icon in the top navigation bar.
2. Click on Subscription Status (for security purposes you may be asked to re-enter your password).
3. Click the "Deactivate" link to the right of the service you wish to cancel. If asked if you are sure you wish to cancel, click on Yes.

After canceling, you'll notice the Deactivate link will change to read Reactivate. If you wish to add the cancelled service back to your subscription simply click the Reactivate link.

You will still be able to utilize the additional feature(s) you cancelled until the end date shown on the Subscription Status page.

02/01/2017

Canceling a Free Membership

How do I cancel a free membership account?

Canceling

If you don't have a paid subscription, you can cancel your membership on the full website by visiting the [Change/Cancel Membership](#) page in your Account Settings (the gear icon). If you cancel your membership, we immediately hide your profile and photos from other members. Should you wish to rejoin the Match community, all you have to do is sign in and reactivate your account.

Deleting

If, for example, you've found a great match and want to make sure your profile information is taken down from our site completely, you can accomplish this by following the directions above to cancel your account. Your information is stored in our database for historical and legal purposes only.

- Click [here](#) for how to cancel if you're a paid subscriber



04/01/2017

Canceling Additional Features

How do I cancel additional features?

You have the ability to cancel an additional feature at any time. To do this, please sign into your account and follow these steps:

1. Click on the **gear icon** in the top navigation bar.
2. Click on **Settings**.
3. Click on **Subscription** (for security purposes you may be asked to re-enter your password).
4. Click the "Deactivate" link to the right of the service you wish to cancel.
5. If asked if you are sure you wish to cancel, click on **Yes**.

After canceling, you'll notice the **Deactivate** link will change to read **Reactivate**. If you wish to add the cancelled service back to your subscription simply click the **Reactivate** link.

You will still be able to utilize the additional feature(s) you cancelled until the end date shown on the **Subscription** page.

04/03/2017

Checking My Renewal or End Date

How do I check my subscription status?

To check the date your subscription is scheduled to renew or lapse, click on the **gear icon** in the top navigation bar, click **Settings** and then click on **Subscription Status** (if you don't have an active subscription, this link will not appear). Your subscription End Date and Renewal Status Information will be displayed on this page.

- Click [here](#) for information about adding additional features or upgrading your subscription term
- Click [here](#) for information on how to cancel or resign your account
- Click [here](#) for information about auto-renewal
- Click [here](#) for information about redeeming our Match.com Guarantee

If you have paid for a subscription, but the **Subscription Status** link does not appear, make sure that you are signed into the right account. You might also want to verify with your financial institution that your payment was processed.

In-App Purchase Subscription Changes

*This answer only applies to members who purchased a subscription through our iPhone app with an iTunes login

Purchasing a subscription through the iPhone app allows you to easily gain subscriber benefits right from your mobile phone. The transaction is made by Apple using your iTunes account. For this reason, we are unable to make changes to the billing for any reason, including:

- Purchase was made on wrong account
- Wrong subscription term purchased
- Canceling Recurring payments
- Changing method of payment

For assistance with these or any other billing change, please contact Apple at: <http://www.apple.com/support/itunes>

09/18/2017

Canceling, Resigning, Deleting, On-Hold, etc.

How do I cancel, resign, delete, or put my account on hold?

We're sorry to hear that you are interested in resigning your subscription or canceling your account. We hope that it's because you met someone!

Suspending a Subscription/On Hold

Currently, suspending your subscription or putting it on hold for a few months isn't a feature we provide. If you need to take a break, though, we offer the option for you to hide your profile until you are ready to use the site again (your subscription will still renew or end on the same date).

Canceling

If you are wanting to cancel, please take into consideration that once your subscription term expires, you won't have access to all the great features that you've become accustomed to, like sending and receiving messages, seeing who's viewed your profile and more!

The way this works is different depending on whether you're currently a paid subscriber or whether you use a free membership account.

If you are subscribed to Match via Apple's iTunes store, you will need to cancel through the App Store, or you may contact Apple using the following link: <http://www.apple.com/support/itunes>

06/28/2018

Canceling a Membership

How do I cancel, resign, or delete my account?

If you don't have a paid subscription or have turned off your auto-renewal, you can cancel your membership by visiting the [Change/Cancel Membership](#) page in your Account Settings (the gear icon). If you cancel your membership, we immediately hide your profile and photos from other members. Should you wish to rejoin the Match community, all you have to do is sign in and reactivate your account.

Your information will be retained in accordance with our [Privacy Policy](#).

If you're attempting to cancel your subscription - please [click here](#).

How to Cancel a Free Trial

If you currently have a free trial and you want to make sure you're not charged at the end of the trial period, you'll need to resign your subscription. To do this, please visit the [Change/Cancel Membership](#) page under your Account Settings (the gear icon).

For your security, you'll need to re-enter your password as part of this process. Then follow the directions to resign your trial subscription. This process includes several steps, so make sure you fully complete the process before exiting the site.

Keep in mind that resigning a free trial will immediately end your subscription benefits. If you want to turn your free trial back on after you've resigned it, you can do so at the same [Change/Cancel Membership](#) page linked above, as long as your trial period hasn't ended yet. Please note that you'll also be turning the auto-renewal back on, so you will be charged at the end of the trial period.

You can check the status of your subscription, including renewal date, subscription amount, and subscription plan at any time by clicking [here](#).

EXHIBIT G

matchcommunity

E.g. "reset password" or "cookies"



Account
Settings



Billing &
Subscription



Member
Communication



Paid Features
& Power-Ups



Profile &
Photos



Searching &
Matching



Technical
Issues



Contact
Us

Canceling a Membership

Canceling

If you don't have a paid subscription or have turned off your auto-renewal, you can cancel your membership by visiting the [Change/Cancel Membership](#) page in your Account Settings (the gear icon). If you cancel your membership, we immediately hide your profile and photos from other members. Should you wish to rejoin the Match community, all you have to do is sign in and reactivate your account.

Deleting

If, for example, you've found a great match and want to make sure your profile information is taken down from our site completely, you can accomplish this by following the directions above to cancel your account. Your information is stored in our database for historical and legal purposes only.

Was this answer helpful?

EXHIBIT H

matchcommunity

Search

E.g. "reset password" or "cookies"



Account
Settings



Billing &
Subscription



Member
Communication



Paid Features
& Power-Ups



Profile &
Photos



Searching &
Matching



Technical
Issues



Contact
Us

Canceling a Membership

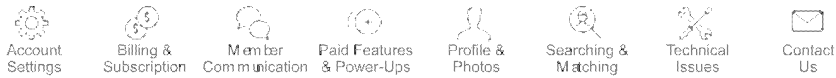
Canceling

If you don't have a paid subscription or have turned off your auto-renewal, you can cancel your membership by visiting the [Change/Cancel Membership](#) page in your Account Settings (the gear icon). If you cancel your membership, we immediately hide your profile and photos from other members. Should you wish to rejoin the Match community, all you have to do is sign in and reactivate your account.

Please know your information will be stored in our database for historical and legal purposes only.

If you're attempting to cancel your subscription - please click [here](#).

EXHIBIT I



Turning off Auto-Renewal

Turning off auto-renewal

If you currently have a paid subscription and you want to make sure you're not charged at the end of your term, you'll need to turn off your auto-renewal. To do this, simply visit the Manage Subscription section on your Account Settings page.

Click the "Cancel Subscription" link. For your security, you'll need to re-enter your password as part of this process. (Trouble signing in? Click here.)

Next, choose a cancellation reason and click "Continue Cancellation" to proceed. This process includes several steps; before exiting the site, make sure you see a confirmation page that includes today's date and your username.

When you see the confirmation page, you'll know that you successfully turned off auto-renewal. You will also receive an automated email to confirm that auto-renewal has been turned off for your subscription.

If you don't see a confirmation page or if you don't receive the automated email about your cancellation, maybe you didn't complete the cancellation process successfully. You can always contact our Customer Care team if you need help. We can check your current subscription status and assist you with turning off auto-renewal.

After you turn off auto-renewal

After you turn off your auto-renewal, you can still sign in to your Match account and use your subscriber benefits. You'll be able to receive and respond to Messages from other members through the rest of your subscription period.

Once your subscription term ends, you won't be able to receive and respond to Messages anymore, but you'll still be able to sign in to your account. Your profile and photos will remain visible, unless you choose to manually Hide them. You'll be able to enjoy the free member benefits, like searching for matches and sending Likes to other members.

We'll also continue to send you email notifications as long as you want to receive them and as long as your profile remains active. If you don't want to receive emails, you can turn them off from the Email Preferences section on your Account Settings page.

Removing your account

If you simply want to Hide your profile so it's not visible to other members, click here for instructions.

If you want to remove your account from the site, click here.

Suspending a Subscription

Currently, suspending your subscription or putting it on hold for a few months isn't a feature we provide. If you need to take a break, you can Hide your profile until you're ready to use the site again. (When your profile is Hidden, your subscription will still renew or end on the same date. Hiding your profile does not affect your subscription.)

iOS App

For more information on cancelling a subscription through iTunes, click here.

Was this answer helpful?

☒ Yes

☐ No

[Return to FAQ Home](#)
[Online Dating Safety Tips](#)
[Dating Tips and Advice](#)
[Privacy Policy](#)
[Terms of Use](#)

About Match.com
Terms of Use**
Your Privacy
Ad Choices
Careers
Cookie Policy

Online Dating Safety Tips
Dating Articles and Advice
Success Stories
Dating Tips

Help/FAQs
Contact Us
Site Map
Match International
Media Room

Mobile
Gift Subscriptions

Advertise on Match.com
Become an Affiliate
Promotions & Sponsorships
Business Development



App. 378

MATCHFTC672336

** Our Terms of Use Agreement was revised 2019/11/12.

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EXHIBIT J

Redacted in its Entirety

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

Document Produced In Native Format

EXHIBIT K

Redacted in its Entirety

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT L

Redacted in its Entirety

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT M

Match.com Terms of Use Agreement

Effective on 2022-02-28

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple, not Match. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting Match Customer Service by clicking [here](#), or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account.

This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 8750 N. Central Expressway, Suite 1400, Dallas, TX 75205. You may have these Terms of Use ("Terms") emailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952- 5210.

We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.

1. INTRODUCTION

By accessing or using Match's Services, you agree to be bound by this Terms of Use Agreement (the "Terms" or "Agreement"), including our [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), so it is important that you read this Agreement and these policies and procedures carefully before you create an account.

PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION 15 BELOW. THESE GOVERN THE MANNER IN WHICH CLAIMS WILL BE ADDRESSED BETWEEN YOU AND Match. THESE PROVISIONS INCLUDE A MANDATORY PRE-ARBITRATION INFORMAL DISPUTE RESOLUTION PROCESS, AN ARBITRATION AGREEMENT, SMALL CLAIMS COURT ELECTION, CLASS ACTION WAIVER, ADDITIONAL PROCEDURES FOR MASS ARBITRATION FILINGS, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS TYPICALLY LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

We may update these Terms from time to time, so check this page regularly for updates.

Welcome to Match, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and operated by Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada. As used in this Agreement, the terms "Match," "us," "we," the "Company", and "our" shall refer to Match Group, LLC and/or Match.com Global Services Limited, as appropriate. Together you and Match may be referred to as the "Parties" or separately as "Party."

By accessing or using our Services on Match.com (the "Website"), the Match mobile application (the "App"), or any other platforms or services Match may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by, this Agreement. This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your access and use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#) and any terms disclosed and agreed to by you when you purchase additional features, products, or services from Match ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not access or use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means; however, you are responsible for regularly checking this page for any changes. Your continued access or use of our Services constitutes your ongoing consent to any changes, and as a result, you will be legally bound by the updated Terms. If you do not accept a change to the Terms, you must stop accessing or using our Services immediately.

2. ACCOUNT ELIGIBILITY, YOUR RESPONSIBILITIES

Before you create an account on Match, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant Match.

You are not authorized to create an account or use the Services unless all of the following are true, and by using our Services, you represent and warrant that:

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with Match;
3. You are single or separated from your spouse;
4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
5. You are not on any list of individuals prohibited from conducting business with the United States;
6. You are not prohibited by law from using our Services;
7. You have not committed, been convicted of, or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Services;
8. You are not required to register as a sex offender with any state, federal or local sex offender registry;
9. You do not have more than one account on our Services; and
10. You have not previously been removed from our Services or our affiliates' services by us or our affiliates, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, all authorization to access our Services or systems is automatically revoked, and you must immediately delete your account.

You agree to:

- Comply with these Terms, and check this page from time to time to ensure you are aware of any changes;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Review the [Safety Tips](#);
- Maintain a strong password and take reasonable measures to protect the security of your login information.

You agree that you will not:

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- Use our Services for any harmful, illegal, or nefarious purpose;
- Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;

- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- Violate the terms of the license granted to you by Match (see Section 6 below).
- Disclose private or proprietary information that you do not have the right to disclose;
- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without Match prior written consent;
- Express or imply that any statements you make are endorsed by Match;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without Match prior written authorization;
- Use meta tags or code or other devices containing any reference to Match or the platform (or any trademark, trade name, service mark, logo or slogan of Match) to direct any person to any other website for any purpose;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;
- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the Match application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network;
- Encourage, promote, or agree to engage in any activity that violates these Terms; or
- Create a new account after we suspend or terminate your account, unless you receive our express permission.

The license granted to you under these Terms and any authorization to access the Services is automatically revoked in the event that you do any of the above.

Prohibited Content—Match prohibits uploading or sharing content that:

- Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;
- Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, "sugar daddy" or "sugar baby" relationships, links to other websites or premium line telephone numbers);
- Involves the transmission of "junk" mail or "spam";
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Match or otherwise;
- Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by Match;

- Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of Match or its affiliates.

The uploading or sharing of content that violates these Terms ("Prohibited Content") may result in the immediate suspension or termination of your account.

3. CONTENT

It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.

While using our Services, you will have access to: (i) content that you upload or provide while using our Services ("Your Content"); (ii) content that other users upload or provide while using our Services ("Member Content"); and (iii) content that Match provides on and through our Services ("Our Content"). In this agreement, "content" includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users' profiles and in direct messages between users.

3A. YOUR CONTENT

You are responsible for Your Content. Don't share anything that you wouldn't want others to see, that would violate this Agreement, or that may expose you or us to legal liability.

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We encourage you to use caution in disclosing any personal information online.

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

3B. MEMBER CONTENT

While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and, unless expressly authorized by Match, you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing users to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

3C. OUR CONTENT

Match owns all other content on our Services.

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

Match does not tolerate inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful Match community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services (including, but not limited to, on services operated by our affiliates). We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report a Concern" link on a user's profile or at the bottom of every email. You may also email Match Customer Service by clicking [here](#).

As set forth in our [Privacy Policy](#), we may share data between our affiliates for the safety and security of our users and may take necessary actions if we believe you have violated these Terms, including banning you from our Services and/or our affiliates' services (such as Tinder, OkCupid, Plenty of Fish, Meetic, BlackPeopleMeet, LoveScout24, OurTime, Pairs, ParPerfeito, and Twoo; for more details, click [here](#)), and/or preventing you from creating new accounts. You understand and agree that we may not share information with you regarding your account if doing so would potentially impair the safety or privacy of our other users.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

5. PRIVACY

Privacy is important to us. We have a separate policy about it that you should read.

For information about how Match and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

6. RIGHTS YOU ARE GRANTED BY MATCH

Match grants you the right to use and enjoy our Services, subject to these Terms.

For as long as you comply with these Terms, Match grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by Match and permitted by these Terms and applicable laws. This license and any authorization to access the Service are automatically revoked in the event that you fail to comply with these Terms.

7. RIGHTS YOU GRANT MATCH

You own all of the content you provide to Match, but you also grant us the right to use Your Content as provided in this Agreement.

By creating an account, you grant to Match a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, reformat, incorporate into other works, advertise, distribute and otherwise make available to the general public Your Content, including any information you authorize us to access from Facebook or other third-party sources (if applicable), in whole or in part, and in any way and in any format or medium currently known or developed in the future. Match's license to Your Content shall be non-exclusive, except that Match's license shall be exclusive with respect to derivative works created through use of our Services. For example, Match would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that Match can prevent the use of Your Content outside of our Services, you authorize Match to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is

taken and used by third parties outside of our Services. Match is not obligated to take any action with regard to use of Your Content by other users or third parties. Match's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for Match allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to Match regarding our Services, you agree that Match may use and share such feedback for any purpose without compensating you.

You agree that Match may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

You will have the opportunity to purchase products and services from Match. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.

Match may offer products and services for purchase through iTunes, Google Play or other external services authorized by Match (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). Match may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

Match operates a global business, and our pricing varies by a number of factors. We frequently offer promotional rates - which can vary based on region, length of subscription, bundle size and more. We also regularly test new features and payment options.

8A. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google Play account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.

To cancel a subscription: If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not Match. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://play.google.com>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#). Match will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to request a refund. See Section 8d below for more information.

8B. INTERNAL PURCHASES AND SUBSCRIPTIONS

Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize Match to charge the payment method you provide (your "Payment Method"). Match may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#).

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

To cancel a subscription, log in to the Website or App and go to the Settings tool. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

8C. VIRTUAL ITEMS

Virtual items are non-refundable and subject to certain conditions.

From time to time, you may have the opportunity to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features such as "Boost" ("Virtual Item(s)") from Match. You may only purchase Virtual Items from us or our authorized partners through our Services. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, on the earlier of when Match ceases providing our Services, or your account is otherwise closed or terminated.

Match, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Match may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. Match shall have no liability to you or any third party in the event that Match exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT MATCH IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

8D. REFUNDS

Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin.

Generally, all purchases are final and non-refundable, and there are no refunds or credits for partially used periods, except if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the Company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not Match. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select "Report a Problem." You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact Match Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us by clicking [here](#) or send a facsimile to 214-853-4309).

8E. INSTALLMENT PLAN CONDITIONS

If you agree to make a purchase pursuant to the installment plan option, your purchase will be subject to these additional terms and conditions, including around eligibility, payment, and cancellation.

By selecting the option to pay in four payments and clicking subscribe, in addition to the terms set forth above, you agree to the following additional terms that will govern your installment plan purchase:

1. **Eligibility.** To be eligible, you must be a Match member in good standing residing in the United States of America. This offer may not be available to every customer and may not be available for all Services Match offers. Match will not use a consumer credit report to determine your eligibility for this Agreement.
2. **Payment.** You authorize Match to charge the Payment Method selected on a periodic basis (as determined when you register). You will be charged the full price of the qualifying product you selected spread equally over one initial payment due at the time of purchase and three subsequent payments (provided, however, that if the full price is not evenly divisible by four, your final payment amount may be smaller). The three subsequent payments will be charged in the increments you selected as part of your subscription plan. No interest or finance charges apply to this installment plan purchase. Any interest, finance charges or fees assessed by the issuer of your Payment Method may still apply. You are personally responsible for any applicable state, federal or other taxes that may be associated with your purchase of Services unless noted otherwise.

You can choose to prepay your next schedule payment or the full remaining balance at any time by contacting Customer Care.

3. **Match's right to Terminate.** If Match is not able to charge any payment to your Payment Method, Match reserves the right to pursue any remedy that is available to it, including the right to suspend or terminate your Match subscription and/or Match account. You agree that Match and its affiliates have no liability related to the exercise of these remedies.
4. **Cancellation Policy.** Except as otherwise set forth herein, your subscription purchased through your installment plan will continue until terminated, cancelled, or not renewed by you or Match, as further described in this Agreement. If not terminated, cancelled, or not renewed, your Membership will continue to renew with installment payments, until you cancel or change your payment options, via your Account Settings. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires. If you cancel your subscription prior to completing all payments due, unless otherwise required by applicable law, the remaining balance of the subscription will remain due and payable pursuant to the installment payment schedule you agreed to.

9. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.

You can delete your account at any time by logging into the Website or App, going to Settings (the gear/pencil icon in the top right corner), and following the instructions to cancel your membership. **However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.**

Match reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if Match believes that you have violated these Terms, misused our Services, or behaved in a way that Match regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by Match for any reason, these Terms continue and remain enforceable between you and Match, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

Match does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and review our [Safety Tips](#).

YOU UNDERSTAND THAT MATCH DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. MATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. MATCH RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY MATCH, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though Match strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

11. DISCLAIMER

Match's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.

MATCH PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MATCH DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE DISCOVERED OR CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE OR APPROPRIATE FOR YOUR PURPOSES. FURTHERMORE, MATCH MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

MATCH ASSUMES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES; NOR DOES MATCH ASSUME ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE WITH THROUGH MATCH. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. MATCH IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, HACKING, FRAUD, ERROR, OMISSION, INTERRUPTION,

12. DIGITAL MILLENNIUM COPYRIGHT ACT

We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.

Match has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to copyright@match.com, by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

Match will terminate the accounts of repeat infringers.

13. ADS AND THIRD-PARTY CONTENT

Like many subscription-based services, there are ads on our websites.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Match may also provide non-commercial links or references to third parties within its content. Match is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, Match is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. Match is not responsible or liable for such third parties' terms or actions.

14. LIMITATION OF LIABILITY

Match's liability is limited to the maximum extent allowed by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, FIXED, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE CONDUCT OR CONTENT OF ANY USERS OR THIRD PARTIES ON OR THROUGH ANY OF OUR AFFILIATES' SERVICES OR IN CONNECTION WITH THE SERVICES; OR (III) ANY UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO MATCH FOR THE SERVICES DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST MATCH, WHETHER STATUTORY, IN LAW OR IN EQUITY, IN ANY TRIBUNAL. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE APPLIES (I) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED (WHETHER DEFAULT,

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION SECTION

In the unlikely event that we have a legal dispute, here is how the Parties agree to proceed, except where prohibited by applicable law.

Any Subsection in this Dispute Resolution Section that is prohibited by law shall not apply to the users residing in that jurisdiction, including Subsections 15b, 15c, 15d, and 15e, which shall not apply to users residing within the European Union, European Economic Area, the United Kingdom, or Switzerland.

15A. INFORMAL DISPUTE RESOLUTION PROCESS

If you are dissatisfied with our Services for any reason, please contact Match Customer Service first so we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a dispute, claim or controversy against Match, these terms will apply. For purposes of this Dispute Resolution Process and Arbitration Procedures set forth in Section 15, "Match" shall include our affiliates, employees, licensors, and service providers.

Match values its relationship with you and appreciates the mutual benefit realized from informally resolving Disputes (as defined below). Before formally pursuing a Dispute in arbitration or small claims court, you agree to first send a detailed notice ("Notice") to Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA. If Match has a Dispute with you, Match agrees to first send a Notice to you at your most recent email address on file with us, or if no email address is on file, other contact information associated with your account. Your Notice must contain all of the following information: (1) your full name; (2) information that enables Match to identify your account, including a picture or screenshot of your profile, your address, mobile phone number, email address, and date of birth you used to register your account if any; and (3) a detailed description of your Dispute, including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any). You must personally sign this Notice for it to be effective. Match's Notice must likewise set forth a detailed description of its Dispute, which shall include the nature and factual basis of its claim(s) and the relief it is seeking, with a corresponding calculation of our damages (if any). You and Match agree to then negotiate in good faith in an effort to resolve the Dispute. As part of these good faith negotiations, if Match requests a telephone conference with you to discuss your Dispute, you agree to personally participate, with your attorney if you're represented by counsel. Likewise, if you request a telephone conference to discuss Match's Dispute with you, Match agrees to have one representative participate. This informal process should lead to a resolution of the Dispute. However, if the Dispute is not resolved within 60 days after receipt of a fully completed Notice and the Parties have not otherwise mutually agreed to an extension of this informal dispute resolution time period, you or Match may initiate an arbitration (subject to a Party's right to elect small claims court as provided below).

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action. Failure to do so is a breach of this Agreement. The statute of limitations and any filing fee deadlines will be tolled while you and Match engage in this informal dispute resolution process. Unless prohibited by applicable law, the arbitration provider, National Arbitration and Mediation ("NAM"), shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of this informal dispute resolution process were fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action.

15B. INDIVIDUAL RELIEF: CLASS ACTION AND JURY TRIAL WAIVER

TO THE FULLEST EXTENT ALLOWABLE BY LAW, YOU AND MATCH EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF INDIVIDUAL ARBITRATION (EXCEPT FOR SMALL CLAIMS COURT AS PROVIDED ABOVE). YOU AND MATCH EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS, INCLUDING ANY CURRENTLY PENDING ACTIONS AGAINST MATCH. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL BASIS. THE ARBITRATOR CAN AWARD THE SAME RELIEF AVAILABLE IN COURT PROVIDED THAT THE ARBITRATOR MAY ONLY AWARD FINAL RELIEF (INCLUDING INJUNCTIVE OR DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE FINAL RELIEF WARRANTED BY

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THAT INDIVIDUAL PARTY TO CLAIM. THE ARBITRATOR MAY NOT AWARD FINAL RELIEF OR, AGAINST OUR BEHALF OF ANYONE WHO IS NOT A PARTY TO THE ARBITRATION ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. IF A COURT DETERMINES THAT ANY OF THESE PROHIBITIONS IN THIS PARAGRAPH ARE UNENFORCEABLE AS TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), AND ALL APPEALS OF THAT DECISION ARE EXHAUSTED OR THE DECISION IS OTHERWISE FINAL, THEN YOU AND MATCH AGREE THAT THAT PARTICULAR CLAIM OR REQUEST FOR RELIEF SHALL PROCEED IN COURT BUT SHALL BE STAYED PENDING INDIVIDUAL ARBITRATION OF THE REMAINING CLAIMS FOR RELIEF THAT YOU HAVE BROUGHT. IF THIS SPECIFIC PARAGRAPH IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION (EXCEPT FOR THE JURY TRIAL WAIVER AND THE INFORMAL DISPUTE RESOLUTION PROCESS) SHALL BE NULL AND VOID. THIS PARAGRAPH IS AN ESSENTIAL PART OF THIS ARBITRATION AGREEMENT.

15C. DISPUTE RESOLUTION THROUGH ARBITRATION OR SMALL CLAIMS COURT

Any dispute, claim, or controversy between you and Match (that is not resolved informally by Match Customer Service or as provided under subsection 15a above) that arises from or relates in any way to this Agreement (including any alleged breach of this Agreement), the Services, or our relationship with you (collectively, "Dispute"), shall be exclusively resolved through BINDING INDIVIDUAL ARBITRATION except as specifically provided otherwise in this Dispute Resolution Section. "Dispute" as used in this Agreement shall have the broadest possible meaning and include claims that arose before the existence of this or any prior Agreement and claims that arise during the term of this Agreement or after the termination of this Agreement. Notwithstanding the foregoing, either you or Match may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court's jurisdiction shall be determined by the small claims court. All other issues (except as otherwise provided herein) are exclusively for the Arbitrator to decide, including but not limited to scope and enforceability of this Dispute Resolution Section, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed. If you or Match challenges the small claims court election in your Dispute, and a court of competent jurisdiction determines that the small claims court election is unenforceable, then such election shall be severed from this Agreement as to your Dispute. However, such court determination shall not be considered or deemed binding with respect to Match's other contracting parties.

Any court proceeding to enforce this Dispute Resolution Section 15, including any proceeding to confirm, modify, or vacate an arbitration award, must be commenced in accordance with Section 17. In the event Dispute Resolution Section 15 is for any reason held to be unenforceable, any litigation against Match (except for small claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to those courts' exercise of personal jurisdiction over you for such purposes and waive any claim that such courts constitute an inconvenient forum.

15D. INDIVIDUAL ARBITRATION AND MASS ARBITRATION PROTOCOLS

This subsection 15d applies to Disputes that are submitted to NAM after fully completing the informal Notice and Dispute resolution process described in subsection 15a above and when no small claims court election is made by either Party. Any arbitration between you and Match shall be administered by NAM in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time any demand for arbitration is filed with NAM, as modified by this Dispute Resolution Section 15. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM at NAM's National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address commercial@namadr.com. If NAM is unable or unwilling to perform its duties under this Agreement, the parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM's role consistent with this Agreement. If the parties are unable to agree, they will petition a court of competent jurisdiction to appoint an administrator that will assume NAM's duties under this Agreement.

The Parties agree that the following procedures will apply to any Arbitrations initiated under this Dispute Resolution Section:

1. **Commencing an Arbitration** – To initiate an arbitration, you or Match shall send to NAM a demand for arbitration ("Demand for Arbitration") that describes the claim(s) and request for relief in detail, consistent with the requirements in this Agreement and NAM Rules. If you send a Demand for Arbitration, you shall also send it to Match at Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA, within 10 days of delivery of the Demand for Arbitration to NAM. If Match sends a Demand for Arbitration, we will also send it to your mailing address on file with us within the same 10-day period. If your mailing address is unavailable, we will send it to your email address on file, or if no email address is on file, other contact information associated with your account. The arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any such demand for arbitration that fails to certify in writing that the Party meets the requirements of Dispute Resolution Section 15 or if either Party elects small claims court as set forth above.
2. **Fees** – The payment of all fees shall be governed by the NAM Rules, except to the extent that the case is a part of a Mass Filing (as defined below) or the NAM fees and costs (including Arbitrator fees) paid by either Party are reallocated upon order of the Arbitrator following a determination that (a) either Party breached Section 15 of this Agreement, (b) such reallocation is called for under this Agreement, or (c) reallocation is otherwise permitted under applicable law. Upon a showing to Match of your financial hardship we will consider a good faith request made by you to pay your portion of the applicable consumer

3. **The Arbitrator** – The arbitration shall be conducted by a single, neutral (the "Claim Arbitrator"), as assisted by any Process Arbitrator appointed under NAM Rules. (The term "Arbitrator" applies to both the Claim Arbitrator and the Process Arbitrator). If a hearing is elected by either Party, the Arbitrator shall be in or close to the location in which you reside. The Arbitrator is bound by and shall adhere to this Agreement. In the event NAM Rules conflict with this Agreement, the terms of this Agreement shall control. If the Arbitrator determines that strict application of any term of Section 15 of this Agreement (except for the small claims election, which shall be determined by the small claims court) would result in a fundamentally unfair arbitration (the "Unfair Term"), then the Arbitrator shall have authority to modify the Unfair Term to the extent necessary to ensure a fundamentally fair arbitration that is consistent with the Terms of Use (the "Modified Term"). In determining the substance of a Modified Term, the Arbitrator shall select a term that comes closest to expressing the intention of the Unfair Term.
4. **Dispositive Motions** – The Parties agree that the Claim Arbitrator shall have the authority to consider dispositive motions without an oral evidentiary hearing. Dispositive motions may be requested under the following circumstances: (a) within 30 days after the Claim Arbitrator's appointment, a Party may request to file a dispositive motion based upon the pleadings; and (b) no later than 30 days prior to the evidentiary hearing, a Party may request to file a dispositive motion for summary judgment based upon the Parties' pleadings and the evidence submitted.
5. **Discovery** – Each Party may (a) serve up to five requests for relevant, non-privileged documents from the other Party; and (b) request that the other Party provide verified responses to no more than 5 relevant interrogatories (including subparts). Unless both Parties agree otherwise, no other forms of discovery (including depositions) may be utilized. Any such discovery requests must be served on the other Party within 21 days after the Claim Arbitrator's appointment. The responding Party shall provide the requesting Party with all responsive, non-privileged documents, responses signed by the Party themselves to the requested interrogatories, and/or any objections to the requests within 30 days after receipt of the requests, or, in the event of an objection to any discovery request, 30 days after the Claim Arbitrator resolves the dispute. In the event either Party requests that the Claim Arbitrator consider a dispositive motion on the pleadings, such written discovery response deadlines shall be extended until 30 days following the Claim Arbitrator's final decision on such dispositive motion. Any disputes about discovery or requests for extensions shall be submitted promptly to the Claim Arbitrator for resolution. In ruling on any discovery dispute or extension request, the Claim Arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort that would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.
6. **Confidentiality** – Upon either Party's request, the Arbitrator will issue an order requiring that confidential information of either Party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal.
7. **Arbitration Hearing** – You and Match are entitled to a fair evidentiary hearing (i.e. trial) before the Claim Arbitrator. Arbitration proceedings are usually simpler, less costly, and more streamlined than trials and other judicial proceedings. The Parties agree to waive all oral hearings and instead submit all disputes to the Claim Arbitrator for an award based on written submissions and other evidence as the Parties may agree, unless a Party requests an oral hearing within 10 days after the Respondent files a response. If an oral evidentiary hearing is requested, both Parties must be personally present at the hearing, regardless of whether either Party has retained counsel. Both Parties must personally attend the hearing. Either Party's failure to personally attend the hearing, without a continuance ordered by the Claim Arbitrator for good cause, will result in a default judgment taken against that Party.
8. **Arbitration Award** – Regardless of the format of the arbitration, the Claim Arbitrator shall provide a reasoned decision, in writing within 30 days after the hearing or, if no hearing is held, within 30 days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award. The arbitration award is binding only between you and Match and will not have any preclusive effect in another arbitration or proceeding that involves a different Party. The Claim Arbitrator may, however, choose to consider rulings from other arbitrations involving a different Party. The Arbitrator may award fees and costs as provided by the NAM Rules or to the extent such fees and costs could be awarded in court. This includes but is not limited to the ability of the Arbitrator to award fees and costs if the Arbitrator determines that a claim or defense is frivolous or was brought for an improper purpose, for the purpose of harassment, or in bad faith.
9. **Offer of Settlement** – The Respondent may, but is not obligated to, make a written settlement offer to the opposing Party any time before the evidentiary hearing or, if a dispositive motion is permitted, prior to the dispositive motion being granted. The amount or terms of any settlement offer may not be disclosed to the Claim Arbitrator until after the Claim Arbitrator issues an award on the claim. If the award is issued in the opposing Party's favor and is less than the Respondent's settlement offer or if the award is in the Respondent's favor, the opposing Party must pay the Respondent's costs incurred after the offer was made, including any attorney's fees. If any applicable statute or caselaw prohibits the flipping of costs incurred in the arbitration, then the offer in this provision shall serve to cease the accumulation of any costs that claimant may be entitled to for the cause of action under which it is suing.

10. **Mass Filings.** If, at any time, 25 or more similar demands for arbitration are asserted against Match or related parties by the same or coordinated counsel or entities ("Mass Filing"), consistent with the definition and criteria of Mass Filings set forth in the NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules", available at <https://www.namadr.com/resources/rules-fees-forms/>), the additional protocols set forth below shall apply.

- i. If you or your counsel file a Demand for Arbitration that fits within the definition of Mass Filing referred to above, then you agree that your Demand for Arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your Dispute might be delayed and that any applicable statute of limitations shall be tolled from the time at which the first cases are chosen to proceed until your case is chosen for a bellwether proceeding.
- ii. NAM's Mass Filing Rules shall apply if your Dispute is deemed by NAM, in its sole discretion pursuant to its Rules and this Dispute Resolution Section, to be part of a Mass Filing. Such election for NAM's Mass Filing Rules and related fee schedule must be made by either you or Match in writing and submitted to NAM and all Parties.
- iii. **Bellwether Proceedings.** Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. Counsel for the Mass Filings claimants (including you) and counsel for Match shall each select 15 Demands for Arbitration (30 total), and no more than 30 arbitrations shall be filed, processed, adjudicated, or pending at the same time, with each of the 30 individual arbitrations presided over by a different Claim Arbitrator, in a first set of bellwether proceedings. During this time, no other Demands for arbitration that are part of the Mass Filings may be filed, processed, adjudicated, or pending. If the Parties are unable to resolve the remaining Demands for Arbitration after the first set of bellwether proceedings are arbitrated or otherwise resolved, then counsel for the Claimants and counsel for Match shall each select an additional 15 Demands for Arbitration (30 total) to be filed, processed, and adjudicated as individual arbitrations, with each of the 30 arbitrations presided over by a different Claim Arbitrator, in a second set of bellwether proceedings. During this time, no other Demands for Arbitration that are part of the Mass Filings may be filed, processed, or adjudicated. This staged process of bellwether proceedings, with each set including 30 Demands for Arbitration adjudicated on an individual basis, shall continue until each Demand included in the Mass Filings (including your Demand for Arbitration) is adjudicated or otherwise resolved. Fees associated with a Demand for Arbitration included in the Mass Filings, including fees owed by Match and the claimants (including you), shall only be due after your Demand for Arbitration is chosen as part of a set of bellwether proceedings and therefore properly designated for filing, processing, and adjudication. Any applicable statute of limitations shall be tolled beginning when you initiate the informal dispute resolution process set forth in subsection 15a of the Agreement, and if the first Mass Filings' Demands for Arbitration are chosen for the initial set of bellwether proceedings have been filed, your claims will remain tolled until your Demand for Arbitration is decided, withdrawn, or is settled. A court of competent jurisdiction located in a venue allowed under Section 17 of the Agreement shall have the power to enforce this subsection.
- iv. You and Match agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and Match acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere Disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

15E. FUTURE CHANGES AND RETROACTIVE APPLICATION

This Dispute Resolution Section 15 applies to all Disputes between the Parties, including for any claims that accrued against you or Match prior to the time of your consent to this Agreement and to any claims that accrue against you or Match after your consent to this Agreement. Notwithstanding any provision in this Agreement to the contrary, you may elect to opt out of the retroactive application of this Dispute Resolution Section 15 as to claims that have accrued against you or against Match prior to the time of your consent to this Agreement. You may opt out by sending us written notice, within 30 days of the time you consent to this Agreement, to the following email address: optout@match.com. Please do not direct any customer support inquiries optout@match.com, as they will not be addressed; such inquiries should be directed to [customer support](#). You must include information sufficient to identify your account(s), such as the email address or phone number associated with your account(s), and should include a statement that you are opting out of the retroactive application of this Dispute Resolution Section 15. Please note: if you opt out of the retroactive application of this Dispute Resolution Section 15, you will still be subject to and bound by any Dispute Resolution Sections and Arbitration Procedures you previously agreed to, including any arbitration provisions, class action waivers, and retroactive application sections. Also, regardless of whether you opt out of the retroactive application of these changes, the Parties will resolve any claims that accrue against you or Match after your consent to this Agreement in accordance with this Dispute Resolution Section.

16. GOVERNING LAW

Texas law and the Federal Arbitration Act will apply to any Dispute (except where prohibited by law).

To the fullest extent allowable by law, the laws of Texas, U.S.A., without regard to its conflict of laws rules, shall apply to any dispute arising out of or relating to this Agreement or our Services. Notwithstanding the foregoing, the Dispute Resolution Process set forth in Section 15 shall be governed by the Federal Arbitration Act.

17. VENUE/FORUM SELECTION

To the fullest extent allowable by law, any claims that are not arbitrated for any reason must be litigated in Dallas County, Texas (except for claims filed in small claims court).

Except where prohibited by law and except for claims that are heard in a small claims court as set forth in Section 15, any claims arising out of or relating to this Agreement, to our Services, or to your relationship with Match that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in Dallas County, Texas, U.S.A. You and Match consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

18. INDEMNITY BY YOU

You agree to indemnify Match if a claim is made against Match due to your actions.

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless Match, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, your Content, your conduct toward other users, or your breach of this Agreement.

19. ACCEPTANCE OF TERMS

By using our Services, you accept the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, you are not entitled to use our Services.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require.

20. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements or representations.

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and Match regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your Match account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind Match in any manner.

21. SPECIAL STATE TERMS

Special terms apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin

For subscribers residing in New York:

- The Services do not guarantee any number of referrals—rather, the functionality of the Services is such that the subscriber can view as many profiles as he/she would like;
- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our [Privacy Policy](#);
- You may review the New York Dating Service Consumer Bill of Rights [here](#); For subscribers residing in North Carolina:
- You may review the North Carolina Buyer's Rights [here](#).

For subscribers residing in Illinois, New York, North Carolina, and Ohio :

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the Company notice in the same manner as you request a refund as described above in Section 8.

EXHIBIT 45

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,
Plaintiff,

vs.

MATCH GROUP, INC., a corporation, and
MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,

Defendants.

Case No. 3:19-cv-02281-K

**DECLARATION OF JARED SINE IN SUPPORT OF
DEFENDANTS MATCH GROUP, INC. AND MATCH GROUP, LLC'S
MOTION FOR SUMMARY JUDGMENT**


I, Jared Sine, declare as follows:

1. I serve as Chief Business Affairs and Legal Officer; Secretary for Match Group, Inc. ("MGI") and Chief Business Affairs and Legal Officer; Secretary for Match Group, LLC ("MGL").
2. I am over the age of 18 and competent to make this Declaration. The statements contained in this Declaration are based on my personal knowledge. If called and sworn as a witness, I would and could testify competently to the matters set forth herein.
3. On September 20, 2022, I executed a Verification in Support of MGI and MGL's Stipulation Regarding Permanently Discontinued Practices on Match.com, Dkt. 146 (the "Verified Stipulation").
4. The Verified Stipulation confirmed the permanent discontinuation of the Guarantee in April 2019 and the Chargeback Policy in March 2019, as defined in that Verified Stipulation.
5. The facts and statements contained within the Verified Stipulation are still true and correct today.
6. The Verified Stipulation is a binding commitment that Match.com will not reinstate the Guarantee or the Chargeback Policy.

[signature page to follow]

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 11, 2023.

Signature:  231F13F93A7D477...